

**TOWN OF ENFIELD, CONNECTICUT  
REQUEST FOR PROPOSALS**

**HIGHWAY DIVISION**

**ON-CALL TREE SERVICES**

May 14, 2016

Sealed proposals for the services named above will be received at the Office of the Director of Finance until 11:00 a.m., Thursday, June 2, 2016. Thereafter, proposals will be opened in public and read aloud.

Specifications and proposal documents may be obtained from the Office of the Director of Public Works, Stanley E. Jablonski DPW Complex, 40 Moody Road, Enfield, CT 06082, telephone number (860) 763-7599 or the Town's website, [www.enfield-ct.gov](http://www.enfield-ct.gov).

The Town of Enfield reserves the right to accept or reject any, all, or any part of proposals, to waive formalities or informalities and to make an award that is deemed to be in the best interests of the Town.

John A. Wilcox, Acting Director of Finance  
EOE/AA

**TOWN OF ENFIELD, CONNECTICUT  
STANDARD INSTRUCTIONS TO PROPOSERS**

**HIGHWAY DIVISION**

**ON-CALL TREE SERVICES**

1. INTRODUCTION

The Town of Enfield is soliciting proposals for the above named services. If there are any conflicts between the instructions in these Standard Instructions to Proposers and any other proposal document(s), these Standard Instructions to Proposers shall prevail.

2. KEY EVENT DATES

Advertisement of Request for Proposals	May 14, 2016
Public Proposal Opening	11:00 a.m., Thursday, June 2, 2016
Proposal Awarded (Not Definite)	June 9, 2016
Commencement of Work	See Work Description

3. OBTAINING PROPOSAL DOCUMENTS

Specifications and proposal documents may be obtained from the Office of the Director of Public Works, Stanley E. Jablonski DPW Complex, 40 Moody Road, Enfield, CT 06082 at telephone number (860) 763-7599 or the Town's website, [www.enfield-ct.gov](http://www.enfield-ct.gov).

4. PROPOSAL SUBMISSION INSTRUCTIONS

- A. One (1) original and two (2) copies of all proposals must be submitted in a sealed envelope clearly marked "On-Call Tree Services". If forwarded by mail or courier, the sealed envelope must be addressed to "Director of Finance, Town of Enfield, 820 Enfield Street, Enfield, Connecticut 06082". Proposals must be at the Office of the Director of Finance by the time of the Public Proposal Opening date noticed in Section 2 titled KEY EVENT DATES. Postmarks are NOT an acceptable waiver of this policy. Corrections and/or modifications received after the first proposal is publicly opened will NOT be accepted.
- B. Ditto marks or words such as "SAME" on the Proposal Form are NOT considered writing and must not be used.
- C. All information must be submitted in ink or typewritten. Mistakes may be crossed out and corrections inserted. Corrections must be initialed by the person signing the proposal.
- D. Proposals are considered valid for ninety (90) days after proposal(s) are opened. Proposers may not withdraw, cancel or modify their proposal for a period of ninety (90) days after proposal(s) are opened.

## STANDARD INSTRUCTIONS TO PROPOSERS (continued)

- E. Proposals must be signed by an authorized person representing the legal entity of the firm submitting the proposal.
- F. The inability to meet any specified requirements(s) must be stated in writing and attached to the proposal form, or written on the proposal form.

### 5. COST OF PROPOSAL DOCUMENTS

If any part of the proposal documents, including the specifications and plans, are provided on paper 18" x 24" or larger, there is a one hundred (\$100) dollar conditional refundable deposit required for each set of documents. Each Proposer may obtain no more than two (2) sets of documents. Upon returning the documents in good condition within ten (10) calendar days after the proposal is awarded, the deposit will be fully refunded. There will be no refund for documents returned later than ten (10) calendar days after the proposal is awarded.

### 6. PRESUMPTION OF PROPOSER BEING FULLY INFORMED

At the time the first proposal is opened, each Proposer is presumed to have read and be thoroughly familiar with all proposal and contract documents. Failure or omission of the Proposer to receive or examine any information shall in no way relieve any Proposer from obligations with respect to their proposal.

### 7. INTERPRETATION OF ACCEPTABLE WORK

The specifications, proposal and contract documents are to be interpreted as meaning those acceptable to the Town of Enfield. Any substantive changes or interpretations will be issued by the Town in writing as an addendum.

### 8. TAX EXEMPTIONS

The Town of Enfield is exempt from Federal Excise taxes and Connecticut Sales and Use taxes. Firms shall avail themselves of these exemptions.

### 9. INSURANCE

The Proposer awarded this proposal must provide a current Certificate of Insurance to the Director of Finance PRIOR to commencement of work, with the following requirements:

- A. General liability coverage limits for bodily injury, property damage, and personal injury, minimum \$1,000,000 per occurrence/\$2,000,000 general aggregate.

## STANDARD INSTRUCTIONS TO PROPOSERS (continued)

- B. Auto liability limits for property damage and bodily injury caused by the operation of motor vehicles, minimum \$1,000,000 per occurrence.
- C. Umbrella liability, minimum \$1,000,000 each occurrence/\$1,000,000 general aggregate.
- D. Worker's Compensation, as required by Connecticut State statute. Waiver of subrogation to apply in favor of the Town of Enfield.
- E. The "Town of Enfield" is to appear as an additional insured on all Certificates of Insurance for general liability on a primary & non-contributory basis and auto liability coverage.
- F. All insurance is to be provided by carriers authorized to issue such insurance in the State of Connecticut, and rated at least A-/VIII by A.M. Best. Exceptions are subject to the sole discretion of the Town of Enfield.
- G. All insurance may not be canceled or modified without thirty (30) days written notice by registered U.S. Mail to: "Director of Finance, Town of Enfield, 820 Enfield Street, Enfield, Connecticut 06082".

### 10. PROPOSAL BOND

Proposers are required to furnish a proposal surety at the time the first proposal is opened in the amount of one thousand (\$1,000) dollars. The proposal surety should be in one of the following three (3) forms: (a) a bank certified check, (b) a bank check, or (c) a surety company bond. The surety company must be authorized to write such surety bonds in the State of Connecticut. Checks or bonds must be drawn to the order of "Director of Finance, Town of Enfield".

### 11. PERFORMANCE BOND AND PAYMENT BOND

To ensure the faithful execution of this Request for Proposals according to its provisions, the Contractor awarded this proposal must provide to the Town of Enfield, at the Contractor's expense, a performance and payment bond in the amount of five thousand (\$5,000) dollars. The bonds must be issued by a company authorized to write such surety bonds in the State of Connecticut. The bonds shall be drawn to the order of the "Director of Finance, Town of Enfield", and delivered to the Town **prior** to commencement of work. On projects less than fifty thousand (\$50,000) dollars the Contractor may substitute the performance bond (but not the payment bond), for a bank certified check or a bank cashier's check in the amount of five thousand (\$5,000) dollars.

### 12. PERMITS

The Contractor is solely responsible for obtaining all required permits, obtaining all necessary inspections and approvals and for satisfying any and all fees. The Town will waive all Town of Enfield fees for building permits and inspections.

## STANDARD INSTRUCTIONS TO PROPOSERS (continued)

### 13. FAIR EMPLOYMENT PRACTICES

The Proposer agrees not to discriminate against any employee or applicant for employment in the performance of this proposal's work with respect to hire, tenure, terms, conditions, or privileges of employment due to race, sex, age, religion, national origin, or other conditions proscribed by State or Federal law.

### 14. HOLD HARMLESS AGREEMENT

The Contractor shall defend, indemnify and hold harmless the Town, its officers, officials, employees and volunteers from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Town.

### 15. TERM OF CONTRACT

It is anticipated that the initial Contract period shall be from July 1, 2016 through June 30, 2017. Subsequent one (1) year renewals, at the option of the Town of Enfield, may be available for two (2) additional years. Total contract period, including all options for renewal, shall not exceed thirty-six (36) months.

### 16. STANDARD FORM OF CONTRACTUAL AGREEMENT

The Town of Enfield intends to execute a contract that incorporates the terms and conditions of this RFP and the successful proposal.

### 17. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA)

The successful Proposer shall follow all applicable rules and regulations as set forth in 29 Code of Federal regulations (CFR). Prior to the commencement of any work performed pursuant to this RFP, the successful Proposer shall provide to the Assistant Director of Public Works a listing and description of all appropriate safety programs.

### 18. SELECTION PROCESS

The Town of Enfield's past experience with a firm will be taken into consideration when awarding a contract under this Request for Proposals. The Town of Enfield reserves the right to conduct interviews with the Contractors. The contract will be awarded to the most qualified and responsible Contractor for the most reasonable cost. In order to qualify as responsible, a prospective Contractor must meet the following criteria as they relate to this Request for Proposals:

1. Background statement on who the Contractor is, discipline capabilities, principals, staff availability, location and financial stability.

2. Qualifications and position with firm of those individuals who will be assigned to the

## STANDARD INSTRUCTIONS TO PROPOSERS (continued)

work. Include resume of key personnel.

3. Provide a list of similar tree services work with references, names and addresses. References must include the contact person and telephone number.

4. Concluding statements as to why your team is best qualified to meet the needs of the Town and why your team should be selected.

5. Additionally, all interested teams must submit a detailed statement including the organizational structure under which the team proposes to conduct business. Proposed sub-consultants shall be clearly identified. The relationship to any "parent" Contractor or subsidiary Contractors, with any of the parties concerned, must be clearly defined.

6. A State of Connecticut Arborist license in accordance with **General Statute (GCS) 23-61a** is necessary in order to quote on or perform tree trimming or pruning under this proposal. **Please include a copy of the license with proposal.**

7. The successful Contractor shall provide copies of Certified Criminal Background Checks issued by the Connecticut State Police for all employees, **prior** to the employee working under this proposal.

8. The Contractor shall comply with current OSHA and ANSI standards.

Any questions concerning this Request for Proposals are to be directed to Daniel Edwards, Assistant Director of Public Works. Mr. Edwards may be contacted at the Public Works Complex, 40 Moody Road, Enfield, CT, telephone 860 763-7524.

This area has been intentionally left blank.

## STANDARD INSTRUCTIONS TO PROPOSERS (continued)

### 19. CONTENTS OF PROPOSAL

1. An overall introduction to the proposal.
2. An overall work plan for achieving compliance with the minimum requirements of the Request for Proposals.
3. An explanation of the role of the Contractor as it relates to Town staff, including the division of work between the Contractor and Town staff.
4. The Proposal Form listing the rates and fees for the services listed thereon.
5. Identification and background of the Contractor's personnel involved.
6. A list of clients for whom the Contractor has performed services similar to those described in this Request for Proposals.
7. The proposal shall be signed by an individual authorized to bind the Contractor. It should include name, title, address, e-mail address and telephone number of individuals with authority to negotiate and contractually bind the company and who also can be contracted during the period of proposed evaluation.
8. The successful Contractor must submit a statement of the firm's Equal -Opportunity and Affirmative Action policies.

This area has been intentionally left blank.

## STANDARD INSTRUCTIONS TO PROPOSERS (continued)

### 20. WORK DESCRIPTION

The services required shall involve various on-call tree services from removal to trimming on trees located on Town property.

1. Two (2) day reporting from the time the contractor is notified to perform work on trees within the Town.

2. If service is required on less than five (5) trees, the Town will request the Contractor to schedule the work within ten (10) working days.

3. Emergency service shall be on a twenty-four (24) hour notice basis. These cases would include storm and vehicle damage where the work exceeds that of Town forces.

4. "Normal business hours" means 7:00 a.m. to 5:00 p.m., Monday through Friday, (excluding legal holidays). "Outside normal business hours" means Saturdays, Sundays and legal holidays and all times other than normal business hours on Monday through Friday.

### 21. AWARDING THE PROPOSAL

The Town of Enfield reserves the right to accept or reject, any, all, or any part of proposals, to waive formalities or informalities and to make an award that is deemed to be in the best interests of the Town.

It is the Town's policy to not award to those who owe Town of Enfield prior year(s) property taxes.

The "Proposal Awarded" date in Section 2. titled KEY EVENT DATES is the date the proposal is anticipated to be awarded. It is not a date certain.

The lowest priced proposal is NOT the sole determining factor when awarding this proposal.

### 22. MODIFICATIONS AND ADDENDA

The Town may, before or after proposal opening and in its sole discretion, clarify, modify, amend or terminate this RFP if the Town determines it is in the Town's best interest. Any such action shall be effected by a posting on the Town's website, [www.enfield-ct.gov](http://www.enfield-ct.gov). Each respondent is responsible for checking the Town's website to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda.

**END OF STANDARD INSTRUCTIONS TO PROPOSERS**

**TOWN OF ENFIELD, CONNECTICUT  
PROPOSAL FORM**

**ON-CALL TREE SERVICES**

[PROPOSAL FORM REQUIRED RESPONSES]

Under penalty of perjury and other remedies available to the Town of Enfield, the undersigned certifies this proposal is submitted without collusion and all responses are true and accurate. If awarded this proposal, it is agreed this forms a contractual obligation to provide services at fees specified in this Proposal Form, subject to and in accordance with all instructions, proposal and contract documents, including any addenda, which are all made part of this proposal.

<u>ITEM 1.</u>	Tree Removal	per hour:	\$ _____
		per day:	\$ _____

<u>ITEM 2.</u>	Tree removal with an additional climbing arborist*	per hour:	\$ _____
		per day:	\$ _____

<u>ITEM 3.</u>	Tree trimming crew consisting of: one operator for a 65 foot minimum aerial lift; one climbing arborist; one chipper with 12 inch feeding capacity; and equipment for tree pruning or removals*	per hour:	\$ _____
		per day:	\$ _____

<u>ITEM 4.</u>	Stump removal unit cost	0" – 12":	\$ _____
		13" – 24":	\$ _____
		25" - 36":	\$ _____
		36" +	\$ _____

<u>ITEM 5.</u>	Outside of normal business hours: as described In Work Description		
	Emergency call out	per hour:	\$ _____

<u>ITEM 6.</u>	Tri-axle log loader with 50 cubic yard container	per full load**:	\$ _____
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**\*A State of Connecticut Arborist License is necessary to quote items. A copy of license must be included with proposal.**

**\*\* Contractor to transport and dispose of cut down trees and trimmings.**

PROPOSAL FORM (continued)

Signature of Authorized Person

Date

Printed Name of Authorized Person

Company Title of Authorized Person

Name of Company

Address of Company

City, State, and Zip Code

Telephone Number

Facsimile number

Email Address

**SAMPLE**

AGREEMENT BY AND BETWEEN

THE TOWN OF ENFIELD AND \_\_\_\_\_

ON-CALL TREE SERVICES

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and between the Town of Enfield, a municipal corporation organized and existing under the laws of the State of Connecticut, with a principal office at 820 Enfield Street, Enfield, Connecticut 06082 (hereinafter referred to as the "Town") and \_\_\_\_\_, a Connecticut (corporation/limited liability company/partnership) located at \_\_\_\_\_, \_\_\_\_\_, Connecticut 06\_\_\_\_ (hereinafter referred to as "Vendor").

The Town and Vendor enter into this Agreement whereby the Vendor shall provide to the Town On-Call Tree services.

The term of this Agreement shall commence on the date set forth above and shall continue for the period set forth in the Request for Proposals referenced below.

The terms and conditions of this Agreement are set forth in the following documents that are attached and made a part hereto and are incorporated by reference:

1. Request for Proposals entitled "On-Call Tree Services";
2. the Standard Instructions entitled "On-Call Tree Services"; and
3. Proposal entitled "On-Call Tree Services".

This Agreement cannot be altered, modified, amended or revised except by an instrument in writing signed by the Town and Vendor.

The Town may terminate this Agreement for convenience.

This Agreement shall be governed by the law of the State of Connecticut.

Vendor Name

Town of Enfield

By: \_\_\_\_\_

By: \_\_\_\_\_  
Bryan R.H. Chodkowski  
Town Manager